

# **CITY OF MILWAUKEE INSURANCE REQUIREMENTS**

- A. The "City of Milwaukee" must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee prior to commencement of work under this contract. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

- D. The certificate holder shall be noted as:
- City of Milwaukee  
DOA – Purchasing Division  
200 E. Wells Street, Room 601  
Milwaukee, WI 53202

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation  (The City <b><u>does</u></b> require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits
Yes	Employer's Liability	Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000  <ul style="list-style-type: none"> <li>Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.</li> </ul>
Yes	Commercial General Liability	Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000  Products-Completed Operations Limit: \$2,000,000 Personal and Advertising injury Limit: \$1,000,000

		<ul style="list-style-type: none"> <li>• Coverage must be equivalent to ISO Form CG0001 or better.</li> <li>• Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.</li> <li>• Coverage must apply to independent contractors and contractual liability.</li> <li>• Coverage must apply on a primary and non-contributory basis.</li> </ul>
Yes	Automobile Liability	<p> Bodily Injury: \$1,000,000 per person  \$1,000,000 per occurrence  Property Damage: \$1,000,000 per occurrence  Or Combined Limit: \$1,000,000 per occurrence </p> <ul style="list-style-type: none"> <li>• If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).</li> <li>• Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.</li> <li>• Coverage must include contractual liability for risks assumed in this contract.</li> <li>• If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.</li> </ul>
Yes	Professional Liability: Coverage must be occurrence-based	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> <li>• Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.</li> <li>• If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.</li> <li>• Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.</li> </ul>

Yes	Umbrella (Excess) Liability	<p>\$5,000,000 per occurrence \$5,000,000 aggregate</p> <ul style="list-style-type: none"> <li>• Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).</li> </ul>
Yes	Crime Insurance	<p>Employee Dishonesty: \$500,000 per loss</p> <ul style="list-style-type: none"> <li>• Must provide coverage for Third Party Employee Dishonesty.</li> </ul>
Yes	Pollution Liability	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> <li>• Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.</li> </ul>
Yes	Cyber Insurance	<p>\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> <li>• Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.</li> <li>• Depending on the situation, other required coverages may include: <ul style="list-style-type: none"> <li>○ Regulatory Fines &amp; Penalties</li> <li>○ PCI Fines &amp; Penalties</li> <li>○ Cyber Extortion/Ransomware</li> <li>○ Business Interruption</li> <li>○ Data Reconstruction</li> <li>○ Media/Website Liability</li> <li>○ Breach Response Mitigation <ul style="list-style-type: none"> <li>▪ Forensic investigations</li> <li>▪ Legal expenses</li> <li>▪ Notifications</li> <li>▪ Identity monitoring</li> </ul> </li> </ul> </li> </ul>
Yes	Garage & Garage Keeper's Liability	In the amount of contract or greater

#### GENERAL INSURANCE REQUIREMENTS.

1. CONTRACTOR will secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts as are specified in Exhibit C.

2. The form, limits, and underwriter of all required insurance coverages is subject to City approval; however, regardless of any City review, it will be the responsibility of CONTRACTOR to maintain the specified insurance coverage at all times.
3. Failure of CONTRACTOR to maintain the specified coverage, or to insure that any subcontractors maintain the specified coverage, will not relieve CONTRACTOR of any contractual responsibility or obligation.
4. All policies are to contain notice requirements that ensure that 30 days advance written notice will be provided to the City prior to cancellation/renewal or alteration of terms and conditions of the policies.
5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.
6. If subcontractors are used, each subcontractor must meet all General Insurance Requirements. It will be the responsibility of CONTRACTOR to ensure that all subcontractors are in compliance with these requirements.
7. **All policies other than Workers Compensation/ Employers Liability, Professional Liability, Crime and Cyber Risk/Network Security are to include the City of Milwaukee its staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.**
8. All policies shall be written on an occurrence form, other than professional liability.

**Note: Insurance requirements vary depending on the type of service or commodity contract.**